

ADDED ITEM

Meeting Date			Agenda Item Number
6/20/06	Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ADDED ITEM I-12

TITLE:	
Agreements for Lobbying Services with GS School Consulting Group, Inc. and Colodny, Fass, Talenfeld, Karlinsky & Abate, P. A.	
REQUESTED ACTION:	
Approve agreements for lobbying services with GS School Consulting Group, Inc. and Colodny, Fass, Talenfeld, Karlinsky & Abate, P. A. to provide services to June 30 th 2008.	
SUMMARY EXPLANATION AND BACKGROUND:	
<p>Ms. Georgia Slack, President of GS School Consulting Group, Inc., has represented the Board in Tallahassee since 1985, first as an Associate Superintendent for Broward County Public Schools and, for the past 10 years, as the chief lobbyist for the school system working under a contract with Florida School Services Inc. Ms. Slack now has formed her own Firm (GS School Consulting Group, Inc.) for the purpose of focusing her time on legislative activities for Broward County Public Schools. As the Lobbyist for Broward County Public Schools, she will provide the full scope of legislative activities as outlined in the agreement. Approval of this agreement will enable the Board to continue to use her many years of experience in the legislative process and knowledge of the Broward School District.</p> <p>For the past six years, the Firm of Colodny, Fass, Talenfeld, Karlinsky & Abate, P. A. have been part of the Broward County Public Schools lobbying team and have provided access to the Governor's Office, Cabinet offices and legislative leadership and state agency personnel. This Agreement will enable the School Board to continue to call upon the Firm for legislative services as directed by the Board and Superintendent to assist in the overall lobbying effort.</p> <p>Both agreements are for a two-year period, July 1, 2006 to June 30, 2008 with provisions for a 30-day cancellation.</p> <p>Compensation for these agreements is as follows: GS School Consulting Group, Inc., the sum of \$141,600 per year to cover all services and expenses; and Colodny, Fass, Talenfeld, Karlinsky & Abate, P. A. the sum of \$60,000 for services as needed.</p> <p>These agreements have been reviewed by the School Board Attorney.</p>	
SCHOOL BOARD GOALS:	
<p>_x_ •Goal One: All students will achieve at their highest potential.</p> <p>_x_ •Goal Two: All schools will have equitable resources.</p> <p>_x_ •Goal Three: All operations of the school system will demonstrate best business practices while supporting student achievement</p> <p>_x_ •Goal Four: All stakeholders will work together to build a better school system.</p>	
FINANCIAL IMPACT:	
The financial impact to the district is \$201,600 per year. Funds for these agreements will be available in the 2006-2007 and the 2007-2008 Office of Government Relations Department budget.	
EXHIBITS: (List)	
<p>1. Lobbyist Agreement (GS School Consulting Group, Inc.)</p> <p>2. Lobbyist Agreement (Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A.)</p>	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:
APPROVED	James F. Notter 754-321-2100
(For Official School Board Records' Office Only)	Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Superintendent of Schools

Approved in Open Board Meeting
on:

JUN 20 2006

By:

Revised 7-28-2003
CLA/clw

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2006, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GS SCHOOL CONSULTING GROUP, INC.

(hereinafter referred to as "Consultant"),
a corporation organized and existing
under the laws of the State of Florida
whose principal place of business is
9693 Ridgecrest Court
Davie, Florida 33328

WHEREAS, GS School Consulting Group, Inc., is a new company formed by Georgia Slack to provide lobbying services with regard to state and federal legislative interests; and

WHEREAS, Georgia Slack, Principal of GS School Consulting Group, Inc., has been the Designated Lobbyist for the provisions of lobbying services previously provided by SBBC via a contract with Florida School Services, Inc.; and

WHEREAS, SBBC is desirous of renewing its contract with GS School Consulting Group, Inc. for the provision of such lobbying services; and

WHEREAS, the Consultant is willing to enter into said contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall be for two (2) years, beginning July 1, 2006 and concluding on June 30, 2008, unless sooner terminated as provided herein.

2.02 **Scope of Representation.** The Consultant will represent SBBC and the Superintendent of Schools in matters involving the state legislature. In its representation of SBBC, the Consultant shall:

- A. Represent SBBC as its Lobbyist;
- B. Meet as required with SBBC and the Superintendent of Schools or his designee(s) at mutually agreed times and confer with respect to issues before the Florida Legislature having a bearing upon SBBC's fiscal, operational and programmatic interests;
- C. Assist in forwarding SBBC's state and federal legislative programs;
- D. Perform and participate in specific legislative tasks as assigned;
- E. Establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to SBBC;
- F. Arrange meetings with appropriate legislators and Cabinet officials as requested;
- G. Represent SBBC and the Superintendent of Schools with local and state meetings related to legislative and governmental issues;
- H. Performance of all routine legislative duties during pre-session committee meetings and the legislative session;
- I. Provide any written reports as may be required by the Superintendent of Schools or his designee; and
- J. Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee;
- K. Forward SBBC's legislative agenda by participating in the following meetings:
 - 1. All Pre-Session Legislative Committees;
 - 2. Legislative committees;
 - 3. Legislative Sessions, Extended and Special Sessions;
 - 4. Broward Delegation Meetings;
 - 5. Greater Florida Consortium of School Boards;
 - 6. Florida School Boards Association (FSBA);
 - 7. Florida Association of District School Superintendents (FADSS);
 - 8. Florida Education Legislative Liaisons (FELL);
 - 9. Staff and School Board Meetings, as determined by the Superintendent of Schools; and
 - 10. State Cabinet/Agency Staff Meetings, as needed

2.03 **Lead Contact Person.** The Consultant is the responsible contact person for SBBC, as designated by Superintendent or designee.

2.04 **Assignment.** The Consultant shall provide services to SBBC and the Superintendent of Schools upon those projects assigned to Consultant by the Superintendent of Schools or his designee.

2.05 **Evaluation of Services.** The success or failure of the Consultant shall be determined by the results of its services as evaluated by the SBBC and the Superintendent of Schools.

2.06 **Independent Contractor.** It is understood and agreed that the Consultant is an independent contractor and not an employee of SBBC, and that no associate or employee of the Consultant shall be deemed to be an employee of SBBC for any purpose whatsoever. The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described in this Agreement.

2.07 **Consulting Techniques.** The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures used for providing all services performed under this Agreement. However, the Consultant shall coordinate with SBBC for any project assigned to it under this Agreement. SBBC shall not be responsible for providing training for the Consultant as to methods to be used and in representing SBBC and the Superintendent of Schools.

2.08 **Disclosure of Clients.** The Consultant shall disclose to SBBC the names of its lobbying clients known to Consultant to have business interests pending with SBBC.

2.09 **Other Clients.** This Agreement does not restrict the Consultant's right to provide the same or similar services to other clients of the Consultant provided that the provision of such services does not conflict with Consultant's representation of SBBC. However, the Consultant agrees not to lobby SBBC on behalf of any other client during the term of this Agreement. Furthermore, the Consultant stipulates that it will ensure that any conflict of interest arising with regard to any other client of Consultant will be resolved in favor of SBBC in the performance of Consultant's local, state and federal responsibilities under this Agreement.

2.10 **Compensation.** SBBC agrees to pay the Consultant the sum of \$141,600 per year for services and expenses provided under this Agreement in equal monthly installments, which are payable at the end of each month in which services are provided under this Agreement.

2.11 **Additional Personnel.** Any additional personnel necessary for the Consultant to fulfill its responsibilities shall be employed by the Consultant at its sole expense.

2.12 **Office Expenses.** The Consultant shall be responsible, at its sole expense, for all related business expenses including, but not limited to, providing materials, equipment, office

space, license and other such requirements necessary to fulfill the responsibilities of this Agreement.

2.13 **Costs.** Costs incurred by SBBC as a result of this Agreement shall be limited to those specified herein and imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.

2.14 **Background Screening:** GS School Consulting Group, Inc., agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of GS School Consulting Group, Inc., or its personnel providing any services under the conditions described in the previous sentence. GS School Consulting Group, Inc., shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints. The Parties agree that the failure of GS School Consulting Group, Inc., to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. GS School Consulting Group, Inc., agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in GS School Consulting Group, Inc., failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.15 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this

Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.05 **Records**. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

To Consultant:

GS School Consulting Group, Inc.,
9693 Ridgecrest Court
Davie, Florida 33328

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

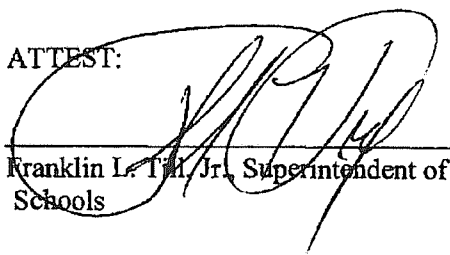
3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

ATTEST:


Franklin L. Till, Jr., Superintendent of
Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


By 
Benjamin J. Williams, Chair

Approved as to Form:


School Board Attorney

FOR
GS School Consulting Group, Inc.

(Corporate Seal)



GEORGIA SLACK
GS School Consulting Group, Inc.

ATTEST:

, Secretary

-or-

Witness

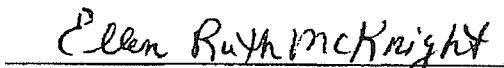

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7 day of June, 2006, by Georgia Slack of GS School Consulting Group, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced personally known as identification and did/did not first take an oath.

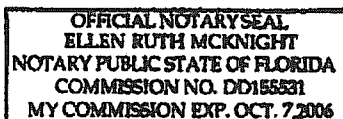
My Commission Expires:


Signature - Notary Public

(SEAL)

Ellen Ruth McKnight
Printed Name of Notary

Notary's Commission No.



AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2006, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLODNY, FASS, TALENFELD, KARLINSKY & ABATE, P.A.,

(hereinafter referred to as "Consultant"),
a corporation organized and existing
under the laws of the State of Florida
whose principal place of business is
One Financial Plaza, 23rd Floor
100 SE 3rd Avenue
Fort Lauderdale, Florida 33394.

WHEREAS, SBBC presently has an agreement with the consultant for the provision of lobbying services with regard to legislative interests of SBBC and the Superintendent of Schools before the Florida Legislature for a period concluding on June 30, 2006; and

WHEREAS, SBBC is desirous of renewing its contract with Consultant for the provision of such lobbying services; and

WHEREAS, the Consultant is willing to renew its contract to provide consulting services for SBBC and the Superintendent of Schools.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall be for two (2) years, beginning July 1, 2006 and concluding on June 30, 2008, unless sooner terminated as provided herein.

2.02 **Scope of Representation.** The Consultant will represent SBBC and the Superintendent of Schools in matters involving the state legislature. In its representation of SBBC, the Consultant shall:

- A. Represent SBBC as its Lobbyist;
- B. Meet as required with SBBC and the Superintendent of Schools or his designee(s) at mutually agreed times and confer with respect to issues before the Florida Legislature having a bearing upon SBBC's fiscal, operational and programmatic interests;
- C. Assist in forwarding SBBC's state and federal legislative programs;
- D. Perform and participate in specific legislative tasks as assigned;
- E. Establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to SBBC;
- F. Arrange meetings with appropriate legislators and Cabinet officials as requested;
- G. Represent SBBC and the Superintendent of Schools with local and state meetings related to legislative and governmental issues;
- H. Performance of all routine legislative duties during pre-session committee meetings and the legislative session; and
- I. Provide any written reports as may be required by the Superintendent of Schools or his designee.

2.03 **Lead Contact Person.** The SBBC Lobbyist shall be the responsible contact person for SBBC, as designated by the Superintendent or designee.

2.04 **Assignment.** The Consultant shall provide services to SBBC and the Superintendent of Schools upon those projects assigned to Consultant by the Superintendent of Schools or his designee.

2.05 **Evaluation of Services.** The success or failure of the Consultant shall be determined by the results of its services as evaluated by the SBBC and the Superintendent of Schools.

2.06 **Independent Contractor.** It is understood and agreed that the Consultant is an independent contractor and not an employee of SBBC, and that no associate or employee of the Consultant shall be deemed to be an employee of SBBC for any purpose whatsoever. The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described in this Agreement.

2.07 **Consulting Techniques.** The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures used for providing all services performed under this Agreement. However, the Consultant shall coordinate with SBBC for any project assigned to it under this Agreement. SBBC shall not be responsible for providing training for the Consultant as to methods to be used and in representing SBBC and the Superintendent of Schools.

2.08 **Disclosure of Clients.** The Consultant shall disclose to SBBC the names of its lobbying clients known to Consultant to have business interests pending with SBBC.

2.09 **Other Clients.** This Agreement does not restrict the Consultant's right to provide the same or similar services to other clients of the Consultant provided that the provision of such services does not conflict with Consultant's representation of SBBC. However, the Consultant agrees not to lobby SBBC on behalf of any other client during the term of this Agreement. Furthermore, the Consultant stipulates that it will ensure that any conflict of interest arising with regard to any other client of Consultant will be resolved in favor of SBBC in the performance of Consultant's local, state, and federal responsibilities under this Agreement.

2.10 **Compensation.** SBBC agrees to pay the Consultant the sum of \$60,000 per year for services provided under this Agreement in equal monthly installments, which are payable at the end of each month in which services are provided under this Agreement.

2.11 **Additional Personnel.** Any additional personnel necessary for the Consultant to fulfill its responsibilities shall be employed by the Consultant at its sole expense.

2.12 **Office Expenses.** The Consultant shall be responsible, at its sole expense, for all related business expenses including, but not limited to, providing materials, equipment, office space, license, and other such requirements necessary to fulfill the responsibilities of this Agreement.

2.13 **Costs.** Costs incurred by SBBC as a result of this Agreement shall be limited to those specified herein and imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.

2.14 **Background Screening:** Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its personnel. The Parties agree that the failure of Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no

further responsibilities or duties to perform under this Agreement. Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Consultant's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.15 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination**. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

3.04 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.05 **Records**. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Maggie Zalamea, Director
Office of Government Relations
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Consultant: Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A.,
One Financial Plaza, 23rd Floor
100 SE 3rd Avenue
Fort Lauderdale, Florida 33394
Attention: Michael Colodny, Esq.

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

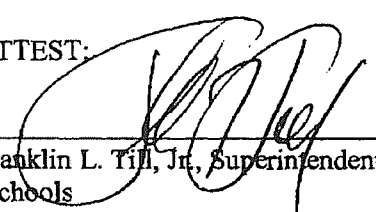
FOR SBBC

(Corporate Seal)

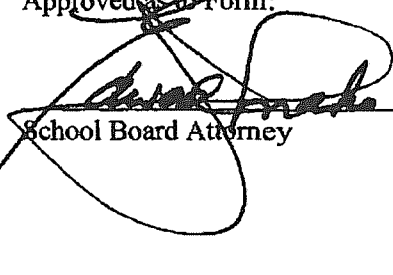
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Benjamin J. Williams, Chair


Franklin L. Till, Jr., Superintendent of
Schools

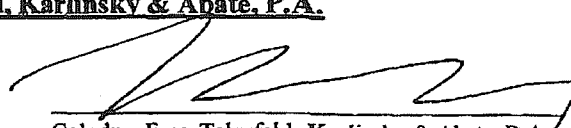
Approved as to Form:


School Board Attorney

FOR
Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A.

(Corporate Seal)

ATTEST:


Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A.

By FRED KARLINSKY
PRINT NAME

_____, Secretary

-or-
M Zalamea
Witness

Salvador A. Todd
Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of June, 2006
by FRED E. KARLINSKY of Colodny, Fass, Talenfeld, Karlinsky &
Abate, P.A. on behalf of the corporation/agency (He) She is personally known to me or produced
_____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

(SEAL)  Pat McNab
My Commission DD949913
Expires November 13, 2008

Pat McNab
Signature - Notary Public

PAT MCNAB
Printed Name of Notary

Notary's Commission No.